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PRINCIPAL AND AGENT—MUTUAL RIGHTS—ACTING FOR ADVERSE PARTIES.—COMPENSATION.—*ATTERBURY v. HOPKINS ET AL.*, 99 S. W. (Mo.) 11.—*Held*, If an agent employed by one party acts secretly for the other also, he cannot recover compensation from his employer, who was not aware of the dual agency. An agent cannot obtain a commission from his principal for buying, where, unknown to such principal, he has received a commission from the seller. *Finsley v. Penniman*, 12 Tex. Civ. App. 591. An agent, who, in procuring subscriptions to the stock of a corporation fraudulently and without the knowledge of the company, received rewards from subscribers for procuring their lands to be taken by company, cannot recover compensation from the company. *Cleveland & St. L. R. Co. v. Patterson*, 15 Ind. 70. An agent cannot recover compensation for his services where he acted for both parties without the knowledge of the party who employed him. *Huffcut on Agency*, p. 102.

PRINCIPAL AND AGENT—NOTICE TO PRINCIPAL—KNOWLEDGE OF AGENT.—*BADGER v. COOK*, 101 N. Y. SUPP. 1067.—*Held*: That the burden is on a party seeking to charge a principal with knowledge of his agent acquired in a different transaction and before the agency existed to show by clear and satisfactory evidence that the knowledge was present in the agent's mind at the time of the transaction under the agency.

The general rule is that notice of facts to an agent is constructive notice thereof to the principal when it is connected with the subject-matter of the agency. *Suit v. Woodhall*, 113 Mass. 391. Likewise if acquired pending the proceedings. *Johnston v. Laflin*, 103 U. S. 800. The old English rule was that notice of facts to the agent to bind the principal by constructive notice should be in the same transaction. *Warrick v. Warrick*, 3 Atk. 291. This was later modified to the extent that when one transaction is closely followed by and connected with another, it is constructive notice to the principal, *Hargreaves v. Rothwell*, 1 Keen 154. But it is also held that agent must actually have it in mind at time of the second transaction. *Nixon v. Hamilton*, 2 Dru. & W. 364. *The Distilled Spirits*, 78 U. S. (11 Wall.) 356. This rule holds good when knowledge is obtained when acting outside of his employment. *Wilson v. Minn. Farmers' Mut. F. Ins. Asso.*, 36 Minn., 112; also extends to corporations and their officers. *New Milford First Nat. Bank v. New Milford*, 36 Conn. 93. Except when agent is engaged in committing an independent fraudulent act on his own account. *Allen v. South Boston R. Co.*, 150 Mass. 206. Burden of proof is upon the party who seeks to charge the principal with notice by reason of such knowledge of agent. *Constant v. University of Rochester*, 111 N. Y. 604.

SALES—ARTICLES TO BE MANUFACTURED—CONTRACT—BREACH—WAIVER.—*ROBERT GAIR CO. v. LYON, ET AL.*, 101 NEW YORK SUPP. 787. A manufacturer received an order from a dealer for the manufacture of cartons to contain a specified address and to be delivered in installments. The manufacturer delivered an installment which did not contain the address, but which the dealer accepted and paid for. The manufacturer delivered a second installment, which the dealer refused to accept on the ground that the cartons did not contain the address. *Held*, that the dealer's acceptance of the first installment did not amount to a waiver of his right to reject the second. A strict and literal performance in accordance with the terms of a contract is, as